REMARKS

I. INTRODUCTION

Claims 1, 9, 16 and 18 have been amended. Claims 3, 4 and 11 have been previously canceled. Thus, claims 1, 2, 5-10 and 12-19 are pending in the present application. No new matter has been added. In view of the above amendments and the following remarks, it is respectfully submitted that all of the presently pending claims are allowable.

II. THE 35 U.S.C. § 112 REJECTIONS SHOULD BE WITHDRAWN

Claims 1, 2, 5-8, 14 and 15 stand rejected under 35 U.S.C. § 112, first paragraph, for failing to comply with the written description requirement. Specifically, the Examiner states that the limitation, "transmitting the selection to the data farm," as recited in claim 1, is not described in the specification and that the selection is stored with a shopping service provider rather than a data farm. (See 12/18/06 Office Action, p. 5). The Applicant respectfully submits that the specification states that an electronic-receipts service (e.g., data farm) and the shopping service provider may be combined into one service. (See Specification, p. 13, lines 26-27). Thus, the selection may be stored in either the data farm or the provider depending on whether the two are combined.

The Examiner also states that the limitation, "receiving, at one of a consumer and a shopping-service coupled to the data farm, an order selection from the one of the group of people for the first line item," as recited in claim 5 is not sufficiently described in the specification. (See 12/18/06 Office Action, p. 5). The Applicant respectfully submits that, as described in the specification, the consumer or a review-group member may order on-line any of the items in a review list. (See Specification, p. 3, lines 14-17). The specification also describes in detail how the consumer may access a review list that he has created *or to which he has been given access* in order to initiate a purchase transaction. (Id. at p. 11, line 20 - p. 12, line 21). Thus, the specification clearly describes the limitations recited in claim 5.

Based on these reasons, it is respectfully requested that the 35 U.S.C. § 112 rejection of claims 1 and 5, and all claims depending therefrom (claims 2, 6-8, 14 and 15) be

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withdrawn.

III.   THE 35 U.S.C. § 103(a) REJECTIONS SHOULD BE WITHDRAWN

Claims 1, 2, 6-8, 14, 15, 18 and 19 stand rejected under 35 U.S.C. § 103(a) as unpatentable over U.S. Patent No. 6,327,576 to Ogasawara. (See 12/18/06 Office Action, p. 8).

Ogasawara describes a system by which information concerning shelf-life limitations of products is made available to a purchaser electronically. (See Ogasawara, Abstract). The information is stored on an electronic receipt used to generate and maintain an inventory control system on a home terminal. (Id. at col. 3, lines 4-10). The receipt is provided on an IC card or stored on a web server. (Id. at col. 4, lines 47-53). The terminal obtains the information directly from the IC card, or from the web server using the customer's name and ID, store name and shopping date and time. (Id. at col. 11, lines 39-61). To maintain a stock record of items, the terminal can automatically identify items by their RFID labels. (Id.). If the items use bar code labels, the customer must press an "IN" key to initiate download of the information. (Id.). Once the list is created, the customer reviews the list by pressing a "LIST" key. (Id. at col. 12, lines 45-46).

Claim 1 recites a method for manipulating receipt data comprising *"receiving, on a user computing device, a user selection of a first line item from a first electronic receipt stored on a remotely located data farm"* in combination with *"storing the list on the data farm after the selection is made"* and *"receiving a user authorization for a group of people to remotely review the list, the reviewing performed using at least one remote computing device."* According to an exemplary embodiment of the present invention, a consumer purchases a product via a website of an e-merchant. (See Specification, p. 8, lines 1-8). After the purchase, the e-merchant may forward a record of the purchase (e.g., an electronic receipt/transaction record) to an electronic-receipts service. (Id. at col. 10, lines 25-31). At a time subsequent to the purchase and from a remote location, the consumer may view the electronic receipt in detail, select one or more line items therefrom and create a review list. The list may be made available for review by one or more other persons/entities. (Id. at col. 11, lines 1-19).

Claim 1 has been amended to recite that the selection is made prior to storing the

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review list on the data farm. In contrast, Ogasawara's system stores receipt information first, then transmits this information to the home terminal, where the user can then delete items as they expire. The Examiner contends that Ogasawara's description of storing electronic receipts is analogous to storing the review list. (See 12/18/06 Office Action, p. 7). However, nowhere does Ogasawara describe or suggest that the system can store a user-created review list remotely after the user has made a selection of a line item. Thus, it is respectfully submitted that Ogasawara neither discloses nor suggests "receiving, on a user computing device, a user selection of a first line item from a first electronic receipt stored on a remotely located data farm" and "storing the list on the data farm after the selection is made," as recited in claim .

Claim 1 also recites that the user authorizes a group of people to "remotely review the list, the reviewing performed using at least one remote computing device." The Examiner states that because Ogasawara's system uses a home terminal, there is no need to authorize a group of people to remotely review the list. The Examiner further states that it would be obvious that an administrator in a public setting would create an expiration list that is protected by a password as described by Ogasawara. (See 12/18/06 Office Action, p. 9). Although the Examiner equates the home terminal of Ogasawara with the remote system utilizing in the method recited in claim 1, this conclusion cannot be supported based on Ogasawara's disclosure. Ogasawara clearly describes a local device rather than a system of remotely coupled devices. Allowing multiple users to locally review an expiration list does not constitute remote review according to claim 1. The ability to remotely access the remote list is specifically recited in claim 1 and cannot be discarded in favor of a localized method of review as taught by Ogasawara.

In addition, the password protection described by Ogasawara is only with reference to protection of the original electronic receipt rather than the expiration list stored on the home terminal. (See Ogasawara, col. 9, lines 20-32). Ogasawara never suggests that the expiration list itself can be password protected, nor does Ogasawara distinguish between different users of the home terminal. Ogasawara states that the purchaser (i.e., customer) includes "the individual that actually purchases the product items and anyone else able to operate the system in the case of home use of the invention." (Id. at col. 14, lines 44-49). Any

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authorized user would have the ability to update the list by removing items. Thus, it is respectfully submitted that Ogasawara neither discloses nor suggests "receiving a user authorization for a group of people to remotely review the list, the reviewing performed using at least one remote computing device," as recited in claim 1.

Based on the reasons discussed above, it is respectfully submitted that claim 1 is allowable. Because claims 2, 6-8 and 14, 15 depend from, and, therefore include the limitations of claim 1, it is respectfully submitted that these claims are also allowable.

Claim 18 recites limitations substantially similar to those of claim 1, including "a computer program product for manipulating receipt data comprising a computer readable memory and a program module, the program module including instructions directing a processor to: select a first line item from a first electronic receipt, wherein the first electronic receipt includes a record of a purchase transaction; *store the selected first line item in a remote storage location after the selection is made, to form a list; and receive a user authorization for a group of people to remotely review the list, the reviewing performed using at least one remote computing device.* Because claim 19 depends from, and, therefore includes the limitations of claim 18, it is respectfully submitted that this claim is also allowable.

Claim 5 stands rejected under 35 U.S.C. § 103(a) as unpatentable over Ogasawara in view of Official Notice taken by the Examiner that it would be obvious to place orders for line items on the list which are expiring shortly or have expired in order to replenish the items. (See 12/18/06 Office Action, p. 11).

It is respectfully submitted that the Official Notice taken by the Examiner does not cure the above-noted defects of Ogasawara. Specifically, the Official Notice does not disclose or suggest "receiving, on a user computing device, a user selection of a first line item from a first electronic receipt stored on a remotely located data farm" and "storing the list on the data farm after the selection is made" and "receiving a user authorization for a group of people to remotely review the list, the reviewing performed using at least one remote computing device," as recited in claim 1. Even if it were obvious to place orders for line items (which the Applicant does not concede), this would still be insufficient to allow the system described by Ogasawara to consitute "forming an electronic list" via "a user selection of a first line item," "storing the list on the data

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farm after the selection is made" and "receiving a user authorization for a group of people to remotely review the list, the reviewing performed using at least one remote computing device." Thus, it is respectfully submitted that the Official Notice is insufficient to cure the deficiencies of Ogasawara and that neither the Official Notice nor Ogasawara, either alone or in combination, discloses or suggests "receiving, on a user computing device, a user selection of a first line item from a first electronic receipt stored on a remotely located data farm" and "storing the list on the data farm after the selection is made" and "receiving a user authorization for a group of people to remotely review the list, the reviewing performed using at least one remote computing device," as recited in claim 1. Because claim 5 depends from, and, therefore includes all of the limitations of claim 1, it is respectfully submitted that this claim is also allowable.

Claims 9, 10 and 12 stand rejected under 35 U.S.C. § 103(a) as unpatentable over Ogasawara in view of U.S. Patent No. 6,490,602 to Kraemer. (See 12/18/06 Office Action, p. 11).

Kraemer describes a method for providing a unified toolbar across product webpages of multiple, independent retailers. (See Kraemer, Abstract). A purchase request by a user is made via the toolbar which is inserted into a source code of the webpage. (Id. at col. 3, lines 64-67). An enhanced functionality server fills out purchase forms (i.e., name, credit card, shipping address, etc.) after the user has indicated that he wishes to purchase a product by using the "purchase this product" service on the toolbar. (Id. at col. 3, lines 12-22). Alternatively, other users may view the product selected by the user and purchase the product for the user themselves. (Id. at col. 5, line 40 - col. 6, line 67).

Claim 9 recites limitations substantially similar to claim 1, including "generating an electronic receipt for the transaction, the receipt including a line item corresponding to a purchase record for each of the first and second goods" and "*storing the electronic receipt in a remote database for later retrieval, wherein the user may select the line items using the user computing device and then store the selection in the remote database, thereby authorizing a group of users to retrieve the line items, the retrieval performed using at least one remote computing device.*"

Based on at least the reasons discussed above with reference to claim 1, it is

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respectfully submitted that Ogasawara does not teach or suggest "storing the electronic receipt in a remote database for later retrieval, wherein the user may select the line items using the user computing device and then store the selection in the remote database, thereby authorizing a group of users to retrieve the line items, the retrieval performed using at least one remote computing device," as recited in claim 9. It is also respectfully submitted that Kraemer does not cure these deficiencies of Ogasawara. Thus, neither Kraemer nor Ogasawara, either alone or in combination, discloses or suggests "storing the electronic receipt in a remote database for later retrieval, wherein the user may select the line items using the user computing device and then store the selection in the remote database, thereby authorizing a group of users to retrieve the line items, the retrieval performed using at least one remote computing device," as recited in claim 9. Because claims 10 and 12 depend from, and, therefore include the limitations of claim 9, it is respectfully submitted that these claims are also allowable.

Claim 13 stands rejected under 35 U.S.C. § 103(a) as unpatentable over Ogasawara in view of Kraemer and in further view of the article, "End-to-End Enterprise Solution: Extending the Reach of Retail Stores Through Point-of-sale Web Technology" ("the Article"). (See 12/18/06 Office Action, p. 13). It is respectfully submitted that the Article does not cure the deficiencies of Kraemer and Ogasawara, and that neither Kraemer nor Ogasawara, nor the Article, either alone or in combination, discloses or suggests "storing the electronic receipt in a remote database for later retrieval, wherein the user may select the line items using the user computing device and then store the selection in the remote database, thereby authorizing a group of users to retrieve the line items, the retrieval performed using at least one remote computing device," as recited in claim 9. Because 13 depends from, and, therefore include the limitations of claim 9, it is respectfully submitted that this claim is also allowable.

IV. THE 35 U.S.C. § 102(e) REJECTIONS SHOULD BE WITHDRAWN

Claims 16 and 17 stand rejected under 35 U.S.C. § 102(e) as anticipated by U.S. Patent No. 6,327,576 to Ogasawara. (See 12/18/06 Office Action, p. 6).

Claim 16 recites limitations substantially similar to those of claim 1, including "a first e-merchant stored in a first computing device and operable to generate an electronic

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receipt, wherein the electronic receipt includes a record of a first purchase transaction" and "*a shopping service stored in a second computing device coupled to the data farm and configured to retrieve the electronic receipt for a consumer and allow the consumer to remotely select a line item from the transaction record, thereby creating a review list stored on the data farm after the selection is made, wherein the shopping service enables the consumer to authorize one of a group of people to remotely review the list, the reviewing performed using at least one remote computing device.*" Thus, it is respectfully submitted that claim 16 is also allowable. Because claim 17 depends from, and, therefore includes the limitations of claim 16, it is respectfully submitted that this claim is also allowable.
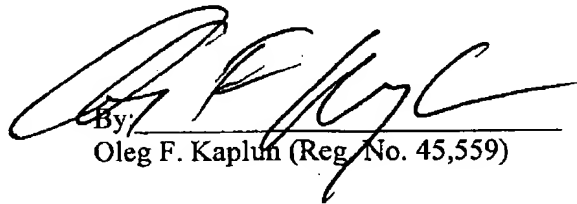
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CONCLUSION

In light of the foregoing, Applicant respectfully submits that all of the now pending claims are in condition for allowance. All issues raised by the Examiner having been addressed, an early and favorable action on the merits is earnestly solicited.

Respectfully submitted,

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